

STATE OF ILLINOIS

703-0101

ILLINOIS COMMERCE COMMISSION

**STIPULATED AGREEMENT No. 1061**

This Agreement made and entered into, by and between the State of Illinois, acting by and through the Illinois Commerce Commission, hereinafter referred to as the "COMMISSION", the Elgin, Joliet, and Eastern Railway Company, hereinafter referred to as the "COMPANY", the City of Naperville, hereinafter referred to as the "CITY", Naperville Township, hereinafter referred to as the "TOWNSHIP", and the State of Illinois, Department of Transportation, hereinafter referred to as the "DEPARTMENT".

**WITNESSETH:**

WHEREAS, it has come to the attention of the COMMISSION through informal correspondence that inquiry should be made into the matter of improving public safety at the crossing of the COMPANY'S track with the public highway known as Diehl Road located in the City of Naperville, Naperville Township, DuPage County, Illinois, designated as crossings AAR/DOT 260 556H, Milepost 22.81; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossing by a diagnostic team, including a staff member of the COMMISSION'S Transportation Division, Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volumes, and all other pertinent data relating to the crossings has been obtained and shown on Exhibit A, attached to the Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of the COMMISSION by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the COMMISSION enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection Fund of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and Orders and procedures in general.

Section 2 The parties are of the opinion that the proper improvements in the interest of public safety at the aforesaid crossing should be:

- (a) The CITY and Township shall widen and reconstruct Diehl Road; barrier median will be included on the approaches to the COMPANY'S track;
- (b) The COMPANY shall install a new rubber panel crossing surface at the Diehl Road crossing;
- (c) The COMPANY shall install new automatic flashing light signals, cantilevers, gates, and circuitry; with this new warning system, the replacement of an existing train signal system is required, and shall be completed by the COMPANY;
- (d) The COMPANY shall provide temporary warning devices as necessitated by construction staging for the widening of Diehl Road;

Section 3 The COMPANY has prepared preliminary estimates of cost to accomplish the proposed improvements that they may be required to perform. Said estimates are attached as Exhibit B. The COMPANY shall upon Order, according to the requirements contained therein, prepare detailed drawings, detailed circuit plans, estimates of cost and any required specifications for the proposed improvements for the approval of the COMMISSION and DEPARTMENT.

Section 4 The COMPANY, CITY, and TOWNSHIP shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with their own forces or appropriate contracted services and agree that an appropriate time for the submission of plans should be one hundred twenty (120) days and for the completion of the proposed improvements should be twelve (12) months, from the date of COMMISSION Order subsequent to this Agreement.

Section 5 The parties hereto agree that an equitable division of cost for the proposed improvements should be as follows, and as summarized in the subsequent table:

- (a) The cost to perform the work described in 2(a) and (b) above, estimated at \$123,000 including \$6000 in detour costs, should be allocated 50% to the CITY (not to exceed \$61,500) and 50% to the TOWNSHIP (not to exceed \$61,500), with the COMPANY responsible for the future maintenance costs thereof;
- (b) The cost to perform the work described in 2(c) above, estimated at \$273,058, should be allocated 85% to the Grade Crossing Protection Fund, "GCPF" (not to exceed \$232,099), 5% to the CITY (not to exceed \$13,653), 5% to the TOWNSHIP (not to exceed \$13,653), with the EJ&E bearing the remaining 5% (\$13,653) and any additional costs, as well as future operation and maintenance costs thereof;
- (c) The costs to perform the work described in 2(d) above is based on a rental fee of \$50 per day or \$1500 per month, and should be allocated 50% to the

CITY and 50% to the TOWNSHIP;

**Division of Costs for Proposed Improvements**

<b>Work Item</b>	<b>Total Cost</b>	<b>GCPF</b>	<b>COMPANY</b>	<b>CITY</b>	<b>TOWNSHIP</b>
Crossing Renewal; Rubber Surface	\$123,000 <sup>1</sup>	\$0	\$0 <sup>2</sup>	\$61,500 (50%)	\$61,500 (50%)
AFLS/ Cantilevers/ Gates/ Circuitry/Train Signal	\$273,058	\$232,099 <sup>3</sup> (85%)	\$13,653 <sup>4</sup> (5%)	\$13,653 (5%)	\$13,653 (5%)
Temporary Warning Devices/Staging	See Note 5	\$0	\$0	50%	50%

**Notes:**

1. Includes \$6000 in detour costs;
2. The Railroad is responsible for all maintenance costs associated with the new grade crossing surface;
3. GCPF participation shall not exceed \$232,099;
4. The Railroad is responsible for all future operating and maintenance costs for the new automatic warning devices;
5. Temporary Warning devices will be installed as needed on a rental basis (\$50/day or \$1500/month).

**Section 6** The CITY and TOWNSHIP are financially able and willing to bear an equitable portion of the cost for the proposed improvements as may be assigned by the order and indicates this intent by Resolution attached as Exhibits C and C-1.

**Section 7** Special Provisions - The COMPANY and CITY shall at six (6) month intervals from the date of the COMMISSION Order until the project has been completed, submit written reports to the Director of Processing and Information, Transportation Division of the COMMISSION stating the status of expenditures of the project and the percentage of completion of the project; if the project is behind schedule the reports must also include a brief explanation of the reason(s) for the delay.

All bills for expenditures authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Fiscal Control Unit of the Illinois Department of Transportation's Bureau of Local Roads and Streets, 2300 S. Dirksen Parkway, Springfield, IL 62764. The DEPARTMENT shall send a copy of all bills to the Director of Processing and Information, Transportation Division of the COMMISSION. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twenty-four (24) months from the date of COMMISSION Order subsequent to this Agreement. The DEPARTMENT shall, at the end of the 24<sup>th</sup> month from the COMMISSION Order date, de-obligate all residual funds accountable for the cost for this project.

The COMPANY and CITY shall at six (6) month intervals from the date of the Order until the project has been completed, submit written reports to the Director of Processing and Information, Transportation Division of the COMMISSION, stating the progress made toward completion of the work herein required. Each progress report shall include the COMMISSION Order Number, the Order Date, the project completion date as noted in the Order, crossing information (Inventory Number and Railroad Milepost), type of improvement, and project manager information (the name, title, mailing address, phone number and facsimile number of the employee responsible for management of the project.)

Section 8 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the COMMISSION shall enter an appropriate order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.


In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the COMMISSION this 24<sup>th</sup> day of November, 2003.



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Michael E. Stead  
Rail Safety Program Administrator

Attest:   
Brian Vercruysse  
Rail Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. **1061** concerning improvements at the Diehl Road highway-rail grade crossing of the Elgin, Joliet, and Eastern Railway Company's track located in the City of Naperville, Naperville Township, DuPage County, Illinois, designated as crossing **AAR/DOT 260 556H, Milepost 22.81.**


Executed by the CITY this 2nd day of December, 2003.

City of Naperville

By:


  
Peter T. Burchard  
City Manager

Attest:

  
Suzanne L. Gagner  
City Clerk

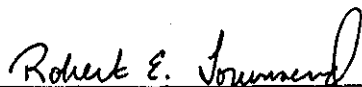
Illinois Commerce Commission Stipulated Agreement No. **1061** concerning improvements at the Diehl Road highway-rail grade crossing of the Elgin, Joliet, and Eastern Railway Company's track located in the City of Naperville, Naperville Township, DuPage County, Illinois, designated as crossing **AAR/DOT 260 556H, Milepost 22.81.**

Executed by the Elgin, Joliet, and Eastern Railway Company, this 03 day of DECEMBER, 2003.

  
Elgin, Joliet, and Eastern Railway Company

By: Chief Engineer  
(Title)


Attest:

  
\_\_\_\_\_

Illinois Commerce Commission Stipulated Agreement No. **1061** concerning improvements at the Diehl Road highway-rail grade crossing of the Elgin, Joliet, and Eastern Railway Company's track located in the City of Naperville, Naperville Township, DuPage County, Illinois, designated as crossing **AAR/DOT 260 556H, Milepost 22.81.**

Executed by the TOWNSHIP this 4<sup>th</sup> day of December, 2003.

Naperville Township

By:   
(Title) Hwy. Comm.

Attest:





Illinois Commerce Commission Stipulated Agreement No. 1061 concerning improvements at the Diehl Road highway-rail grade crossing of the Elgin, Joliet, and Eastern Railway Company's track located in the City of Naperville, Naperville Township, DuPage County, Illinois, designated as crossing **AAR/DOT 260 556H, Milepost 22.81.**

Executed by the Illinois Department of Transportation, this 10<sup>th</sup> day of December, 2003.

Illinois Department of Transportation

By: Victor A. Modarres  
(Title)

**ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT  
CROSSING DATA FORM**

**GENERAL INFORMATION:** See Location Sketch (Exhibit A-3)

<b>RAILROAD</b>	Elgin, Joliet, and Eastern Railway Company
<b>USDOT#, MILEPOST</b>	260 556H, 22.81
<b>STREET, CITY, COUNTY</b>	Diehl Road, Naperville, DuPage
<b>JURISDICTION (RDWY)</b>	Township/City
<b>LOCATION</b>	Commercial and Industrial
<b>STREET SURFACE</b>	Asphalt, 24-feet wide, Fair Condition

**CROSSING DATA:** Also see Location Sketch for roadway profile and track centers

<b>TRACK (W-E or N-S)</b>	<b>SURFACE TYPE</b>	<b>SURFACE WIDTH</b>	<b>SURFACE CONDITION</b>
1 N-S	Concrete Panel	8'	Good

**ROADWAY DATA:** See Location Sketch (Exhibit A-3)

<b>INTERSECTING ROADS:</b>	Not Applicable
<b>TRAFFIC CONTROL</b>	Not Applicable
<b>ADT &amp; SPEED</b>	14,500 @ 45 MPH (10% Trucks)
<b>TRAFFIC TYPE</b>	Passenger, School Busses, Hazardous Materials, and Trucks
<b>ADVANCE WARNING</b>	Yes
<b>PAVEMENT MARKING</b>	None presently; proposed with Roadway Widening & Reconstruction

**RAILROAD DATA:** See Location Sketch (Exhibit A-3)

<b>FREIGHT TRAFFIC</b>	13 per day @ 45 MPH, Day & Night
<b>PASSENGER TRAFFIC</b>	Not Applicable
<b>WARNING DEVICES</b>	Automatic Flashing Light Signals

**NOTES:**

**VISIBILITY STUDY:** See Note Below

Train Speed	45	MPH
Roadway Speed	45	MPH
Required Stopping Sight Distance (SSD)		
Along Roadway	357	FEET
Along Tracks	439	FEET
Required Clearing Sight Distance (CSD) (Along Tracks)	1078	FEET

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001.

Note: With active warning devices, the visibility requirements are not necessary, except for a mandatory stop vehicle with respect to clearing sight distance.

QUADRANT	CSD (FT)	OBSTRUCTION	SSD (FT)	OBSTRUCTION
NE		None		Building & Berm (ex. Roadway Configuration)
NW		None		None
SE		None		Brush off RR right-of-way
SW		None		None

**APPROACH GRADES:** See Location Sketch (Exhibit A-3)

DIRECTION: EAST/NORTH			DIRECTION: WEST/SOUTH		
DISTANCE (FT)	ELEVATION (FT)	GRADE (%)	DISTANCE (FT)	ELEVATION (FT)	GRADE (%)
0					
25					
50					
100					

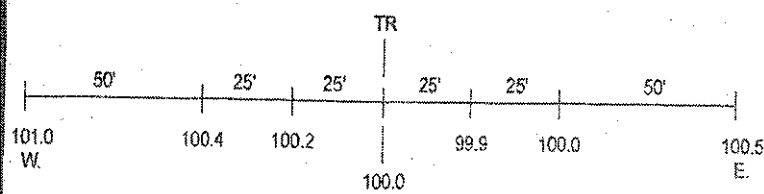
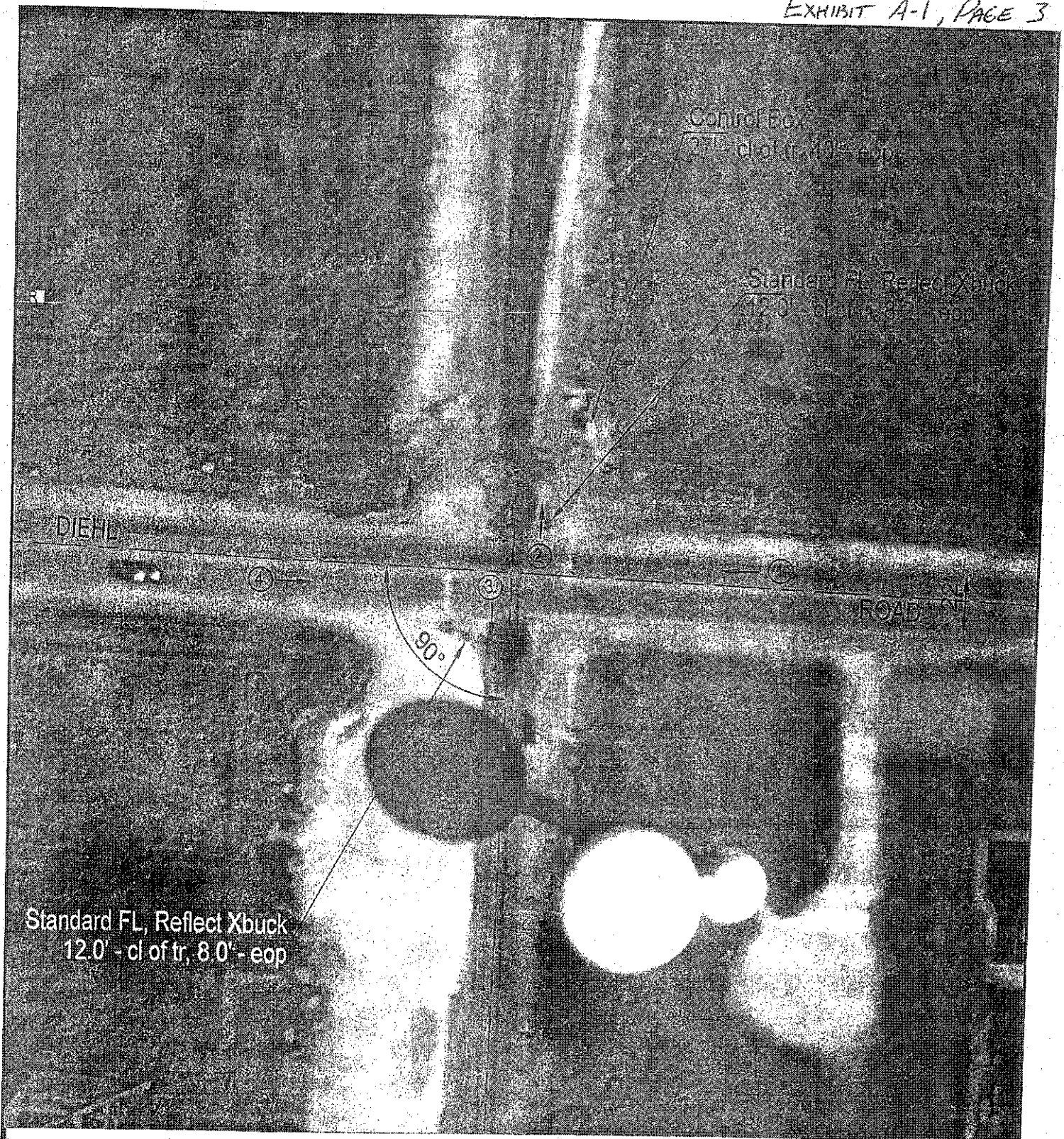
Distance measured from outermost rail.

**COMMENTS:**

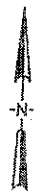
The proposed roadway widening and reconstruction will modify the existing profile, and modify the sight distance at the crossing (see Exhibit A-2).

Existing highway approaches meet the minimum requirements of 92 Illinois Administrative Code 1535.

See Exhibit A-3 for a Location Sketch (Aerial Photo) of the crossing.



ROAD PROFILE



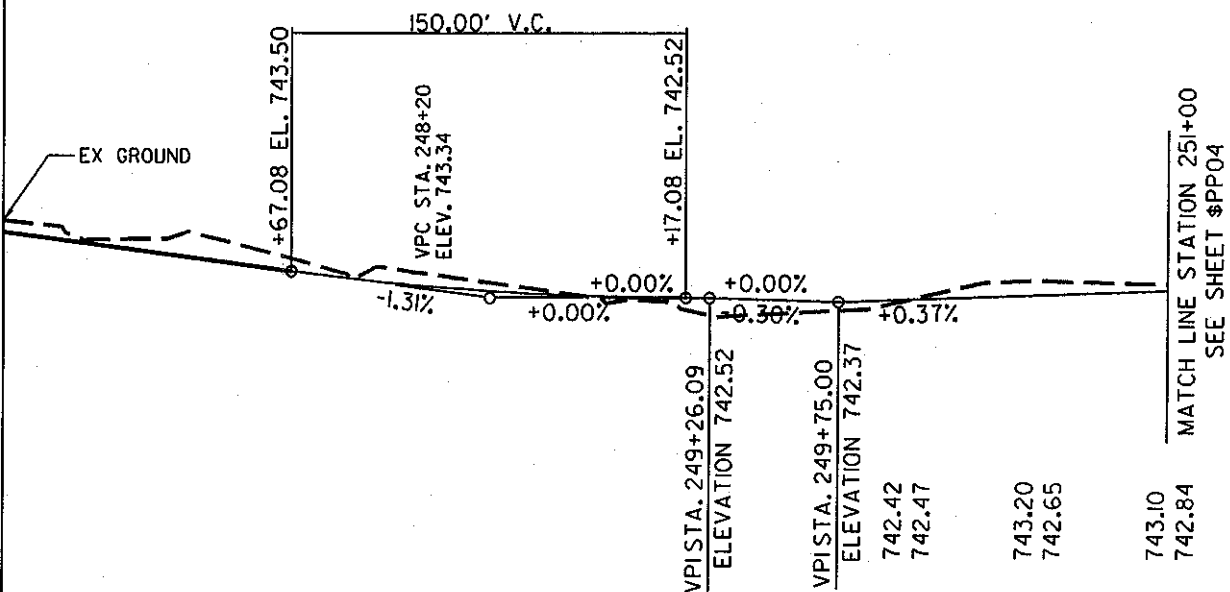
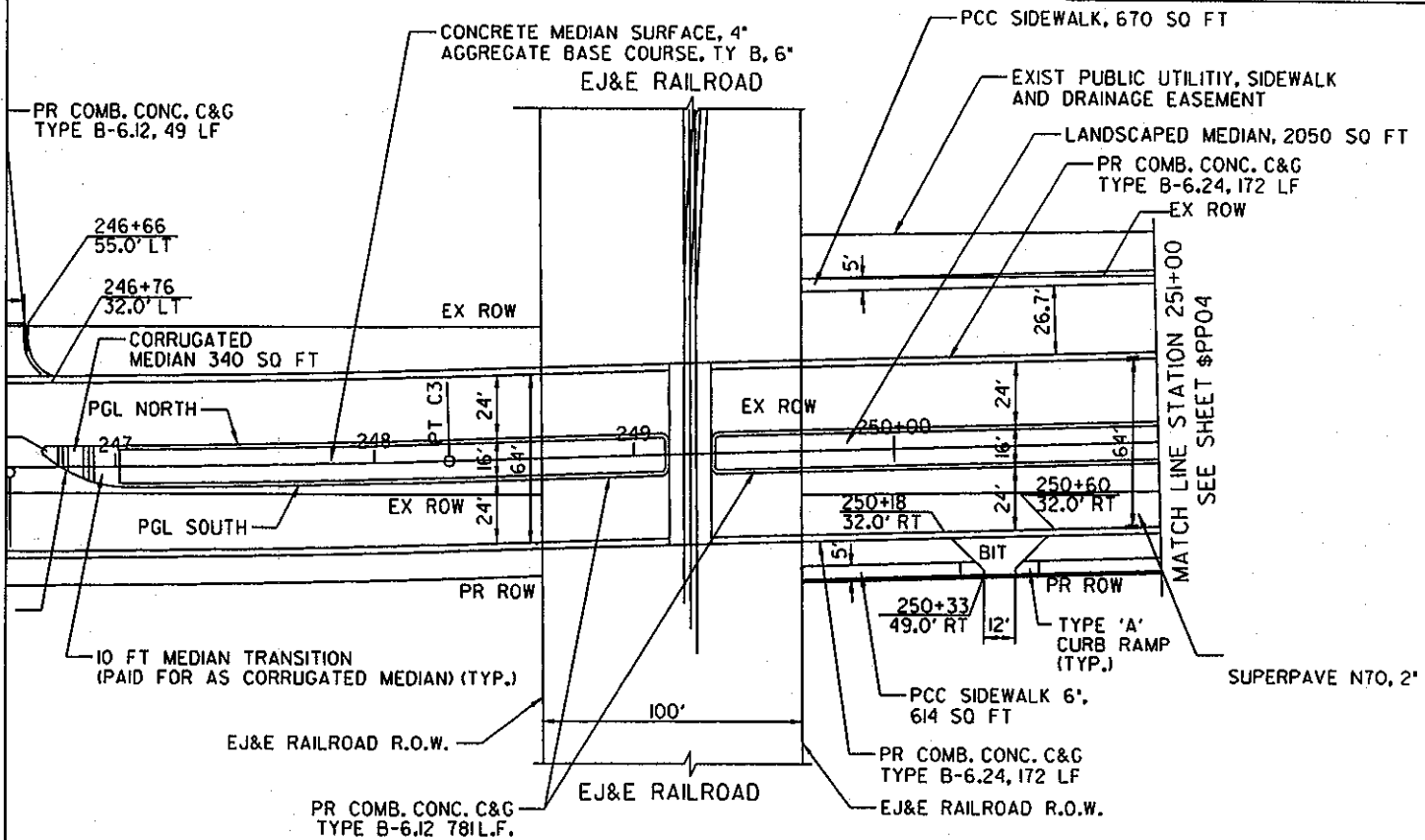
SCALE IN FEET



③ Photo Location

Crossing #: 260556H  
 Location: DuPage Co., City of Naperville (IL)  
 Lat/Long: 41°47'58" / 88°13'49"  
 Railroad: EJE  
 Street: Diehl Road  
 Railroad Milepost: 22.81  
 Crossing Protection: Train Activated Devices

EXHIBIT A-2  
SA 1061  
PROPOSED ROADWAY WIDENING



**Estimate for Diehl Road Crossing Renewal. July 10, 2003****Exhibit B-1****Page 1 of 2**

Description	No.	Unit	Unit cost	Sub-Total	Total
<b>Labor</b>					
Track Foreman	88	HR	\$20.49		\$1,803
RMO	132	HR	\$19.18		\$2,532
Trackmen	340	HR	\$17.21		\$5,851
Crane Operator	140	HR	\$19.91		\$2,787
Carpenter Foreman	60	HR	\$20.49		\$1,229
Carpenter	220	HR	\$19.10		\$4,202
Truck Driver	80	HR	\$18.11		\$1,449
Welder Foreman	40	HR	\$20.49		\$820
Welder	40	HR	\$18.90		\$756
<b>Sub-Total Labor</b>					\$21,429
<b>Labor Additive 87.13%</b>					\$18,672.00
<b>Per Diem 20 days @ \$ 36.50</b>					\$ 730.00
<b>Total Estimate Labor</b>					<b>\$40,831</b>

<b>Material</b>					
Rail 136lb	160	feet	\$14.50		\$2,320
9' Switch Ties	56	ea	\$40.00		\$2,240
Pandrol Plates	112	ea	\$8.00		\$896
Compression Clips	224	ea	\$5.00		\$1,120
Off Set Bars	4	pairs	\$150.00		\$600
Rubber Surface	72	feet	\$185.00		\$13,320
Granite Ballast	100	tons	\$13.00		\$1,300
Filter Fabric	1	lot	\$250.00		\$250
Drainage Mat	1	lot	\$600.00		\$600
Boutet Weld Kits	4		\$150.00		\$600
Track Bolts	24		\$2.00		\$48
Track Washers	24		\$0.50		\$12
<b>Sub-Total Material</b>					\$23,306
<b>Material Additive 5%</b>					\$1,165
<b>Sales Tax 6.25%</b>					\$1,457
<b>Total Estimated Material</b>					<b>\$25,928</b>

<b>Equipment</b>					
Ohio Crane	4	days	\$1,206.00		\$4,824
Payloader	7	days	\$327.00		\$2,289
Tamper Production	2	days	\$1,250.00		\$2,500
Tamper Pup	2	days	\$787.00		\$1,574
Regulator	2	days	\$650.00		\$1,300
Gang Truck	5	days	\$400.00		\$2,000
B&B Truck	5	days	\$200.00		\$1,000
Dump Truck	5	days	\$400.00		\$2,000
Welder Truck	5	days	\$200.00		\$1,000
Tie Crane	2	days	\$200.00		\$400
<b>Total Estimated Equipment</b>					<b>\$18,887</b>

**Exhibit B-1**  
**Page 2 of 2**

<b>Sub-Total</b>		<b>\$85,646</b>
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<b>Outside Contractor-Blacktops</b>	<b>1 lot</b>	<b>\$20,000</b>
<b>Signage Contractor</b>	<b>1 lot</b>	<b>\$6,000</b>
<b>Contingencies +/- 10%</b>		<b><u>\$11,164.64</u></b>

<b>Total Estimated Cost</b>		<b>\$123,000</b>
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**\* Assumes full road closure**

**\* No flagging cost included for contractor in right-of-way**

**Exhibit B-2**  
**Page 1 of 2**

**Date:**  
23-Aug-02  
(Revised 07/17/03)

Signal Costs For A New Complete Crossing Protection System Required With The Widening  
Of The Diehl Road Crossing, AAR DOT # 260 556H Naperville Illinois, EJ&E Western Subdivision

**Location:**  
Diehl Road Crossing

**LABOR:**

Signalman	MH	800	22.18	17,744.00
Signal Foreman	MH	100	22.18	2,218.00
C&E Lineman	MH	100	22.18	2,218.00
Labor Subtotal				22,180.00
Add Fringe 73.19%				16,233.54



**Exhibit B-2**  
**Page 2 of 2**

Diehl Rd. Widening  
08/23/2002  
(Revised 07/17/03)

Engineering and Accounting	lot	1	2,500.00	2,500.00	
Add Fringe	65.95%			1,648.75	
<b><u>Labor Total:</u></b>				<b><u>42,562.29</u></b>	
					<b>42,562.29</b>
<b><u>OTHER:</u></b>					
Equipment Cost	lot	1	36,000.00	36,000.00	
(Based on Total Hours )					<b>36,000.00</b>
Underground Bore	lot	1	7,500.00	7,500.00	
					<b>7,500.00</b>
<b><u>Net Project Expenditure:</u></b>					<b><u>227,792.73</u></b>

Figured By: J. Jevtovic  
Checked By: T. W. Hunter

## Estimate for Diehl Road Train Signal

Exhibit B-3

Page 1 of 1

**Name of Carrier:**

Elgin, Joliet & Eastern Railway Company

**Date:**

23-Aug-02

(Revised 07/17/03)

**Description and Location of Project: (Widening of Road)**

Costs For Relocation and Replacement Of Signal Equipment Required With The Widening  
Of The Diehl Road Crossing, AAR DOT # 260 556H Naperville Illinois, EJ&E Western Subdivision

**AAR/DOT#:**  
260 556H

**Milepost:**  
22.81 WSD

**Location:**  
Diehl Road Crossing

Description	Unit	# of Units	Unit Cost	Material Cost	Labor	Total
<b><u>MATERIAL:</u></b>						
Signal Masts With Colorlight LED Signals	Each	2	8,500.00	17,000.00		
Signal Cable 5/C #6 AWG- Signals 512 & 515	Ft.	1000	5.60	5,600.00		
Electrocode Plus EOS Box	Each	1	7,500.00	7,500.00		
Other Miscellaneous Material	Lot	1	1,000.00	1,000.00		
Material Subtotal				31,100.00		
Tax (%)	6.5			2,021.50		
Handling (%)	5			1,555.00		
<b><u>Material Total:</u></b>				<b><u>34,676.50</u></b>		<b>34,676.50</b>
<b><u>LABOR:</u></b>						
Signalman	MH	120	22.18		2,661.60	
Labor Subtotal					2,661.60	
Add Fringe	73.19%				1,948.03	
Engineering and Accounting	lot	1	1,000.00		1,000.00	
Add Fringe	65.95%				659.50	
<b><u>Labor Total:</u></b>					<b><u>6,269.13</u></b>	
						<b>6,269.13</b>
<b><u>OTHER:</u></b>						
Equipment Cost	lot	1	4,320.00	4,320.00		
(Based on Total Hours )						4,320.00
<b><u>Net Project Expenditure:</u></b>						<b><u>45,265.63</u></b>

Figured By: J. Jevtovic

Checked By: T. W. Hunter

ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT

December 3, 2003

Agreement # 1061

The Council of the City of Naperville  
(Board or Council of Township, Village, City, County, etc.)

meeting on December 2, 2003, resolved to authorize William Novack, City Engineer  
(Date) (Name, Office)

to act as its designated agent in the processing of this Stipulated Agreement and that

the City is financially willing and able to  
(Township, Village, City, County)

bear the cost for the proposed improvements as may be assigned to it according to

Section 5 of this Agreement.

ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT

Date Dec 16, 2003

Agreement # 1061

The NAPERVILLE TOWNSHIP HIGHWAY COMMISSION  
(Township Highway Commission, Village, City, County, etc.)

has authorized STAN WOJTASIAK AS HIGHWAY COMMISSIONER  
(Name, Office)

to act as its designated agent in the processing of this Stipulated Agreement and that

the TOWNSHIP is financially willing and able to  
(Township, Village, City, County)

bear the cost for the proposed improvements as may be assigned to it according to

Section 5 of this Agreement.